

Michael R. Lozeau (State Bar No. 142893)
Richard Drury (State Bar No. 163559)
Christina M. Caro (State Bar No. 250797)
LOZEAU DRURY LLP
410 12th Street, Suite 250
Oakland, California 94607
Tel: (510) 836-4200
Fax: (510) 836-4205 (fax)
E-mails: michael@lozeaudrury.com
richard@lozeaudrury.com
christina@lozeaudrury.com

Attorneys for Plaintiffs
CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE and
PETALUMA RIVER COUNCIL

James E. Sell
PARTON | SELL | RHOADES
750 Lindaro St., Suite 140
San Rafael, CA 94901
Tel: (415) 258-9700
Fax: (415) 258-9739 (fax)
E-mails: jsell@partonsell.com

Attorneys for Defendants SHAMROCK
MATERIALS, INC., CORTO MENO SAND
AND GRAVEL, LLC, and CORTO MENO
SAND AND GRAVEL II, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE; a non-profit
corporation; PETALUMA RIVER COUNCIL,
an unincorporated association,

Plaintiffs,

vs.

SHAMROCK MATERIALS, INC.; a
corporation; CORTO MENO SAND AND
GRAVEL, LLC; a limited liability corporation;
CORTO MENO SAND AND GRAVEL, II,
LLC; a limited liability corporation,

Defendants.

Case No.: 3:11-CV-02565 MEJ
ASSIGNED TO HON. MARIA ELENA JAMES

STIPULATED REQUEST TO AMEND
CONDITIONAL DISMISSAL;
~~[PROPOSED]~~ ORDER

WHEREAS, on August 27, 2012, the Parties reached a settlement in principle of this
Action;

1 WHEREAS, on October 6, 2012, the Parties entered into a written Settlement Agreement
2 memorializing the terms of the settlement agreed to on August 27, 2012;

3 WHEREAS, the Settlement Agreement includes a schedule for monetary payments by
4 Defendants the last payment of which is scheduled to occur on April 15, 2013;

5 WHEREAS, on August 28, 2012, upon receipt of the United States Magistrate Judge's
6 notice that the Parties had reached a settlement, the Court filed a Conditional Dismissal of this
7 Action that included the condition that if any party hereto shall certify to the Court, within ninety
8 days, with proof of service thereof, that the agreed consideration for said settlement has not been
9 delivered over, the foregoing order shall stand vacated and this cause shall forthwith be restored
10 to the calendar to be set for trial.

11 WHEREAS, the Parties agree that the consideration agreed to at the August 27, 2012
12 settlement conference and included in the Settlement Agreement will not be completely
13 delivered over until at least April 15, 2013, and;

14 WHEREAS, the Parties agree that in order for the terms of the Settlement to be fully
15 executed as agreed to by the Parties, the Court should extend the Conditional Dismissal date for
16 45-days beyond that final payment date until June 1, 2013, in order for the Parties to assure that
17 all of terms of the Settlement Agreement have been completed, to attempt to cure any breach, or
18 to provide certification to the Court that the agreed consideration for settlement was not
19 delivered and file any appropriate motion to enforce the Settlement Agreement;

20 NOW THEREFORE, the Parties hereby stipulate to request that the Court amend its
21 Conditional Dismissal of August 28, 2012 to read as follows:

22 The Court, having been advised that the parties in the above-captioned matter have
23 agreed to a settlement of this case, hereby DISMISSES this case with prejudice.

24 However, if any party hereto shall certify to this Court, **by not later than June 1, 2013**,
25 with proof of service thereof, that the agreed consideration for said settlement has not
26 been delivered over, the foregoing order shall stand vacated and this cause shall forthwith
27 be restored to the calendar to be set for trial. The Clerk of Court shall close the file.
28

1 Dated: September 28, 2012

Respectfully submitted,

2 LOZEAU DRURY LLP

3
4 By: /s/ Michael R. Lozeau
Michael R. Lozeau*
5 Attorneys for Plaintiffs California
Sportfishing Protection Alliance
6 and Petaluma River Counsel

7 Dated: September 28, 2012

PARTON | SELL | RHOADES

8
9 By: /s/ James E. Sell
James E. Sell
10 Attorneys for Defendants Shamrock Materials, Inc.,
Corto Meno Sand and Gravel LLC, and Corto Meno
11 Sand and Gravel II LLC

12 *I hereby attest that I have approval from counsel for any signatures indicated by a "conformed"
signature (/S/) within this efiled document.

13
14 PURSUANT TO STIPULATION, IT IS HEREBY ORDERED that the Conditional Dismissal of
15 this Action entered by the Court on August 28, 2012 be amended as follows:

16 The Court, having been advised that the parties in the above-captioned matter have
17 agreed to a settlement of this case, hereby DISMISSES this case with prejudice. However, if any
18 party hereto shall certify to this Court, **by not later than June 1, 2013**, with proof of service
19 thereof, that the agreed consideration for said settlement has not been delivered over, the
20 foregoing order shall stand vacated and this cause shall forthwith be restored to the calendar to
21 be set for trial. The Clerk of Court shall close the file.

22 **IT IS SO ORDERED.**

23
24 Dated: October 9, 2012

25
26 
27 Maria-Elena James
Chief United States Magistrate Judge
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